

Dear Customer,

Thank you for choosing Smedley Aerial Lifts, LLC.

Before we can deliver any equipment the following documents are required:

1. ACCOUNT SETUP APPLICATION (*Must be signed*)
2. VOIDED CHECK (*must be from the company account name*)
3. CERTIFICATE OF INSURANCE (*see COI requirements*)
4. CREDIT CARD AUTHORIZATION FORM IS REQUIRED FOR YOUR FIRST RENTAL (*please note that we will only charge this card once, unless you authorize otherwise, you can do so by putting the word "ALL" on the line where it states INVOICE(S) on the form.*)
4. IF APPLICABLE PLEASE SEND YOUR TAX EXEMPT CERTIFICATE.

**Please email or fax the required information  
PRIOR to your rental equipment delivery date**

Your business is appreciated and we thank you in advance for your prompt attention to our requirements.

Sincerely,

*Ashley Lewis*

Smedley Aerial Lifts, LLC  
[ashley@smedleyaerial.com](mailto:ashley@smedleyaerial.com)

## Express Account Setup

Date: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ URL: \_\_\_\_\_

Employer Tax ID# \_\_\_\_\_ How long in Business: Year: \_\_\_\_\_ Months: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Type of Organization: Proprietorship, \_\_\_ Corporation, \_\_\_ Partnership, \_\_\_ LLC, \_\_\_ Other: \_\_\_\_\_

Bank Name and Address: \_\_\_\_\_

Checking Account # \_\_\_\_\_

### TERMS AND CONDITIONS

In consideration for the extension of credit and intending to be legally bound hereby, the undersigned Buyer hereby agrees that the following terms will govern any change account established by **Smedley Aerial Lifts, LLC**, (Seller) for Buyers benefit.

**1. Payment:** All invoices are due upon receipt including any finance charges that may accrue pursuant to paragraph two (2) hereunder. If payment upon receipt is not achievable, please indicate how many days it will take to process invoice(s). Invoice(s) will be paid in \_\_\_\_\_ days from date of invoice. Any request for other than "due upon receipt" terms will need to be reviewed for approval by **Smedley Aerial Lifts, LLC**.

**2. Past Due Accounts:** Failure to pay within the agreed upon terms constitutes a default. Buyer hereby agrees that interest charges of .75% per month or 9% per annum will be assessed on any account balance which is over 30 days beyond the agreed payment terms.

**3. Outstanding Balances:** Any account with an outstanding balance over 45 days beyond the agreed payment terms, will automatically be placed on C.O.D. unless previous arrangements have been made with **Smedley Aerial Lifts, LLC** credit department. If payment or arrangements have not been made before invoices are 60 days beyond agreed payment terms, a notice may be sent to bonding companies and general contractors in accordance with state laws and regulations.

**4. Billing Discrepancies:** All billing discrepancies must be reported immediately. If not reported within 30 days of invoice/statement, the assumption by BOTH parties is that the invoice/statement is accurate and due.

**5. Sellers Rights:** Seller reserves the right upon buyer's default of any balance to demand FULL payment of all monies due.

**6. Sellers Discretion:** The extension of temporary credit pursuant to this Agreement is within Seller's sole discretion and seller may terminate this Agreement any time and for any reason.

**7. Document/Dispute:** This document and all disputes shall be governed by the laws of the State of Conn. Applicant hereto knowingly and intentionally waives the right to a jury trial on any issue or dispute that may arise. Applicant does hereby expressly and irrevocably waive any notice and/or hearing which may be required for prejudgment remedies under the statute of the State of Conn.

**8. Applicant:** Applicant hereby agrees that in the event any dispute, difference, or disagreement shall arise between **Smedley Aerial Lifts, LLC** and Applicant, **Smedley Aerial Lifts, LLC** shall have the option, in their sole and absolute discretion, to require any and all such dispute, differences or disagreements to be settled by arbitration in New Haven County, Conn. Accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally. This Agreement shall be subject to and interpreted under the Federal Arbitration Act.

**9. Credit Check:** The undersigned certifies to the best of their knowledge that the information provided herein is true and accurate. Applicant agrees and authorizes **Smedley Aerial Lifts, LLC**, it agents, representative and assignors to complete a credit investigation, using the information contained in this application. The undersigned hereby consents to **Smedley Aerial Lifts, LLC**, use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes **Smedley Aerial Lifts, LLC** to use consumer credit report on the undersigned from time to time for the extension or continuation of the business credit represented by the credit application. The undersigned as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @1681.et.seq.

**10. Change or Ownership:** Buyer shall notify by mail immediately upon any change of ownership or change of address of Buyer.

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**SMEDLEY Aerial Lifts, LLC reserves the right to request additional information in order to complete credit application process.**

*Rentals • Parts • Repairs and Servicing*

## **Certificate of Insurance Requirements**

1. Smedley Aerial Lifts, LLC must be listed as the Certificate holder as follows:

Smedley Aerial Lifts, LLC  
33 Flax Mill Road  
Branford, CT 06405

2. Smedley Aerial Lifts, LLC must be listed as additional insured and loss payee.

CREDIT CARD PAYMENT AUTHORIZATION FORM

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Credit Card Information**

Name (exactly as it appears on card): \_\_\_\_\_

Billing Address of Credit Card (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Card Type:  Mastercard  Visa  American Express

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Validation Code: \_\_\_\_\_

Invoice Number(s): \_\_\_\_\_

Subtotal: \_\_\_\_\_ Sales Tax (6.35%): \_\_\_\_\_ Total: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_